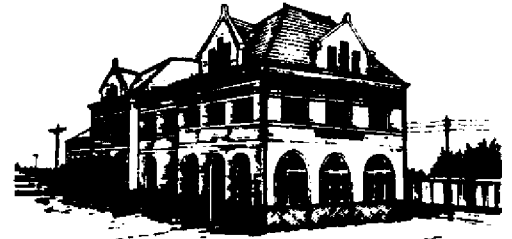


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Larry Wynn, Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terri Koets
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, January 4, 2011
6:00 p.m.
Last updated: 12/30/2010 1:25 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 - a. **Minutes:** December 21, 2010 – Regular Meeting
 - b. **Claims and Fund Transfers:**
 - i. Total Claims - \$85,527.89
 - ii. Transfers - \$116,812.49
6. **Public Forum** – *The Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*
7. **New Business**
 1. Resolution providing for surety bond/blanket position bond (99-10)
 2. Motion to appoint Arnold (Skip) Kenyon III and Todd Nielsen as Co-City Attorneys
 3. Resolution to approve eight (8) Policies directly related to CDBG Project 08_DRIEF_250 – Tim Ostroski
 4. Resolution to authorize the designation of the City of Creston Water Works Board of Trustees as the entity responsible for all administrative duties and functions of the awarded CDBG for Project 08_DRIEF_250
 5. Resolution to authorize SICOG to provide comprehensive administrative management services for CDBG Project 08_DRIEF_250
 6. Public Hearing for the Airport Agricultural Land Lease
 7. Resolution to accept bids and award the Airport Agricultural Land Lease

8. Resolution to review and award bids for surplus City-owned vehicles/equipment
 9. Motion to Establish First Reading of Ordinance 11-129 – An ordinance amending provisions pertaining to parking regulations, Chapter 69.12
 10. Resolution to approve agreement for Homebuyer Counseling in conjunction with NSP
 11. Resolution to approve amendment to Professional Services Agreement with SICOG in conjunction with NSP
 12. Resolution to set a Public Hearing on January 18, 2011 at 6:00 p.m. for the sale of 407 S. Vine Street in conjunction with NSP
 13. Resolution to set a Public Hearing on January 18, 2011 at 6:00 p.m. for the sale of City-owned property located at 602 W. Mills
 14. Resolution to accept Assistance to Firefighters Grant in the amount of \$28,116 to purchase structural firefighter gear and pay for training and certification
8. Other
 9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL DECEMBER 21, 2010

The Creston City Council met in regular session at 6:47 o'clock P.M. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Wynn, Winborn, Wilson and Koets. White, Shelton and Wagner were absent.

Wilson moved seconded by Winborn to approve the agenda by deleting a resolution to approve a Commercial Tax Abatement for 213 West Adams Street. All voted aye. White, Shelton and Wagner were absent. Motion declared carried.

Wilson moved seconded by Winborn to approve the consent agenda, which included approval of minutes of December 7, 2010 regular meeting, claims of \$293,530.42 and fund transfers of \$18,575.00. All voted aye. White, Shelton and Wagner were absent. Motion declared carried.

No one spoke during Public Forum.

A resolution was offered by Wilson seconded by Koets to reappoint Lee McNichols and Matt Higgins to the Water Board of Trustees and authorize the Mayor and Clerk to execute the proper documentation. Wynn, Winborn, Wilson and Koets voted aye. White, Shelton and Wagner were absent. Resolution declared passed.

Mayor Woods announced that now is the time for a Public Hearing on the matter of CDBG #07-WS-021. He asked if anyone wished to speak in favor of the project; no one did. He asked if there was any written correspondence in favor of the project; there was none. He asked if anyone wished to speak against the project; no one did. He asked if there was any written correspondence against the project; there was none. Tim Ostroski, Executive Director of SICO, read the nine items to be covered in the Public Hearing. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wynn seconded by Wilson to approve using Hotel/Motel Funds of \$13,575.00 for the Tourism Marketing & Promotion Budget and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Wilson, Koets and Wynn voted aye. White, Shelton and Wagner were absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Wynn to approve drawdown of NSP funds for 801 W. Jefferson and 407 S. Vine and authorize the Mayor and Clerk to execute the proper documentation. Winborn, Wilson, Koets and Wynn voted aye. White, Shelton and Wagner were absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Koets to approve the list of Creston realty companies that will be used by the City when selling NSP properties for the City of Creston and authorize the Mayor and Clerk to execute the proper documentation. Wynn, Winborn, Wilson and Koets voted aye. White, Shelton and Wagner were absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Koets to approve the process to be used to determine the order of Creston realty companies that may be used to sell NSP

properties for the City of Creston and authorize the Mayor and Clerk to execute the proper documentation.

Mayor Woods listed off the following names of Creston realty companies and placed the names in a box to be drawn to determine the order that will be used to sell NSP properties for the City of Creston. Brad Heinrich of KSIB Radio was chosen to draw the names to determine the order, which is –

1. Stewart Realty
2. Carter Agency
3. Monday Real Estate
4. Callahan Real Estate
5. Moberg Real Estate/Iowa Realty
6. #1 Real Estate/John Agency
7. Re/Max
8. Eckoff & Company Ltd.
9. Hometown Realty
10. Green Valley Realty

Wynn, Winborn, Wilson and Koets voted aye. White, Shelton and Wagner were absent. Resolution declared passed.

Discussion was held on the sale of City-owned properties located at 622 N. Birch, 503 W. Irving, 308 & 310 N. Division and 602 W. Mills Streets. Suggestions were made as far as how to attempt to sell the City-owned properties.

Wilson moved seconded by Koets to leave the listings up on the Chamber of Commerce' and City's websites for now. All voted aye. White, Shelton and Wagner were absent. Motion declared carried.

A resolution was offered by Wilson seconded by Winborn to approve the Engineering Consultant Contract with Clapsaddle-Garber, Inc. for the Snow Removal Equipment Building Project and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wynn, Winborn and Wilson voted aye. White, Shelton and Wagner were absent. Resolution declared passed.

Wilson moved seconded by Winborn to adjourn the meeting. All voted aye. White, Shelton and Wagner were absent. Motion declared carried. Council adjourned at 6:59 P.M.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AMERICAN ADMINISTRATORS (PREMIUMS)	GRP 93001 PREMIUM-JAN'11	2,504.21
			TOTAL:	2,504.21
JE PROTECTION	GENERAL FUND	IOWA TELECOM/WINDSTREAM	TELEPHONE	55.74
			TOTAL:	55.74
FIRE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO &	DRESS SHIRT	51.99
			WINTER COATS	1,444.75
		CRESTON AUTO PARTS INC	CORE RETURN-BATTERY	17.00
		IOWA TELECOM/WINDSTREAM	TELEPHONE	55.74
		NAPA	AIR FILTER	28.98
			TOTAL:	1,740.19
BUILDNG & HSNG SAFETY	GENERAL FUND	IOWA TELECOM/WINDSTREAM	TELEPHONE	47.94
			TOTAL:	47.94
ANIMAL CONTROL	GENERAL FUND	WAL-MART COMMUNITY	DOG/PUPPY FOOD	45.29
			TOTAL:	45.29
AIRPORT	GENERAL FUND	IOWA TELECOM/WINDSTREAM	TELEPHONE	104.68
		SIRWA	WATER	31.50
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			TOTAL:	1,490.35
LIBRARY SERVICES	GENERAL FUND	CENTRAL IOWA LIBRARY SERVICE AREA	WILBOR	178.10
		CITY DIRECTORY INC	2-CITY DIRECTORIES	44.00
		GALE CENGAGE LEARNING	BOOKS	112.57
			LP GENTLE READS	129.84
			BOOKS	28.79
			BOOKS	95.23
			BOOKS	23.24
		IOWA TELECOM/WINDSTREAM	TELEPHONE	61.67
		INGRAM	BOOKS	293.04
			BOOKS	704.46
			BOOKS	18.57
			BOOKS	8.62
			BOOKS	30.47
			BOOKS	29.32
			BOOKS	104.12
		MICROMARKETING LLC	BOOKS ON CD	136.45
			BOOKS ON CD	245.89
		NEW LORIMORIAN	YEAR SUBSCRIPTION	22.00
		PROFESSIONAL COMPUTER SOLUTIONS	COMPUTER WORK	25.00
			COMPUTER WORK	25.00
		PUMPKIN BOOKS	BOOKS	131.07
		TEUTSCH, MYRA	REIMBURSE-BOOK	20.50
		WILLETS & WOOSLEY	JETTING DRAIN/SEWER LINE	126.00
			TOTAL:	2,616.95
PARKS	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-HIST COMPLEX	7.12
		IOWA TELECOM/WINDSTREAM	TELEPHONE	53.46
		ALLIANT ENERGY-INT PWR&LGHT	MCKINLEY PARK VFW/FLAGS	179.34
		ECHO GROUP INC	6-PHOTO CELLS	50.52
		NAPA	SILINIODS FOR FLOW	67.29
		SERVICE TECHS INC	REPAIR ON POLE SAW	140.00
		TRUE VALUE HARDWARE & RENTAL	NUTS/BOLTS-PICNIC TABLES	78.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			POLE SAW	615.58
			2 ICE SCRAPERS	99.97
			TOTAL:	1,334.47
RECREATION	GENERAL FUND	IOWA TELECOM/WINDSTREAM	TELEPHONE	47.94
		ALLIANT ENERGY-INT PWR&LGHT	600 MCKINLEY PARK SEC LIGH	12.15
			TOTAL:	60.09
CEMETERY	GENERAL FUND	BARKER IMPLEMENT & MOTOR CO INC	BRACKET & PTO KIT	150.00
		IOWA TELECOM/WINDSTREAM	TELEPHONE	55.14
		AGRILAND FS INC	400 GAL UNL @ 2.701	1,026.38
		SIRWA	WATER	31.50
			TOTAL:	1,263.62
SWIMMING POOL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-POOL	7.12
		IOWA TELECOM/WINDSTREAM	TELEPHONE	5.99
			TOTAL:	13.11
ECONOMIC DEVELOPMENT	GENERAL FUND	UNION CO DEVELOPMENT ASSOCIATION	1/2 VISITOR CTR-JUL/DEC'10	401.01
			TOTAL:	401.01
FINANCIAL ADMINISTRATN	GENERAL FUND	CITY OF UNION	TONER CARTRIDGE-KIM	44.13
		IOWA TELECOM/WINDSTREAM	TELEPHONE	252.16
		ALLIANT ENERGY-INT PWR&LGHT	NSP-505 N ELM	137.00
		IOWA MUNICIPAL FINANCE OFFICERS ASSOC	ANNUAL MEMBERSHIP	45.00
		M&M SALES CO	COPIER READINGS	48.88
		SHRED-IT DES MOINES	1 BAG SHRED	52.00
			TOTAL:	579.43
NON-DEPARTMENTAL	ROAD USE TAX	AMERICAN ADMINISTRATORS (PREMIUMS)	GRP 93001 PREMIUM-JAN'11	764.04
			TOTAL:	764.04
ROAD MAINTENANCE	ROAD USE TAX	ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	26.50
		CRESTON AUTO PARTS INC	OIL DRY-SOLVENT	51.89
		CRESTON CITY WATER WORKS	WATER-BARN	7.12
			WATER-SHOP	25.40
		IOWA TELECOM/WINDSTREAM	TELEPHONE	177.42
		IOWA PRISON INDUSTRIES	SIGNS FOR COTTONWOOD	306.13
		NAPA	80 GAL 5W/30 OIL	638.40
			ANTIFREEZE-FILTERS	31.51
			WIRE-BATTERIES-HOSE	213.71
			POCKET KNIVES	1.30
			BOLTS-NUTS-OIL DRY-BELT	60.18
		PETTY CASH - MAINTENANCE	#2842-SHARPEN SAW-BLADE	6.00
			#2843-SPARK PLUG/SHARPEN C	27.29
		SERVICE TECHS INC	NEW CHAIN FOR 36" SA	31.00
			SHARPEN 2 CHAINS	12.00
			TOTAL:	1,617.85
ADMIN-STREETS(ENGINR)	ROAD USE TAX	IOWA TELECOM/WINDSTREAM	TELEPHONE	47.94
			TOTAL:	47.94
STREET FUNDING INSURANCE PAYROLL TAX BENEFIT		AMERICAN ADMINISTRATORS (PREMIUMS)	GRP 93001 PREMIUM-JAN'11	15,684.72
			TOTAL:	15,684.72
LIBRARY(RESTRICTED GIF RESTRICTED GIFTS-L INGRAM			RETURNED BOOK	9.60-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PUMPKIN BOOKS	BOOKS	15.91
			BOOKS-CONOVER	366.78
			TOTAL:	373.09
NON-DEPARTMENTAL	SEWER OPERATING FU AMERICAN ADMINISTRATORS (PREMIUMS)		GSP 93001 PREMIUM-JAN'11	357.75
			TOTAL:	357.75
SANITARY SEWER/WASTWTR	SEWER OPERATING FU CENTRAL PLAINS ELECTRIC	ELECTRIC MOTOR		320.52
	CRESTON CITY WATER WORKS	WATER-WWTP		308.20
	D J GONGOL & ASSOC INC	PUMP DIAPHRAM		452.76
	FARM & HOME SUPPLY INC	SNOW SHOVELS-PIPE		61.47
	IOWA TELECOM/WINDSTREAM	TELEPHONE		457.56
	HSBC BUSINESS SOLUTIONS	HOZE REEL-FREIGHT		71.64
	ECHO GROUP INC	ELECTRIC PANEL HEATER		536.79
	IOWA TOOL & MANUFACTURING INC	SHAFT REPAIR		137.50
	NAPA	BEARING-CONNECTORS-BITS		252.01
	UPS	POSTAGE		48.65
	VEENSTRA & KIMM INC	NE SWR INFILTRATION STUDY		2,429.59
		TOTAL:		5,072.81
ANIMAL CONTROL	ANIMAL SHELTER *AG CRESTON VET CLINIC PC	TEST/TREAT/BRD STRY DOG		261.17
		VACCINATE CAT-R FLOYD		9.60
		VACCINATE/NEUTER CAT		36.20
	SOUTHERN HILLS VET SVC INC	SPAY DOG FOR BAKER		152.30
		TOTAL:		459.27

```

===== FUND TOTALS =====
001 GENERAL FUND                12,152.39
110 ROAD USE TAX                 2,429.83
112 PAYROLL TAX BENEFIT         15,884.72
167 RESTRICTED GIFTS-LIBRARY     373.09
610 SEWER OPERATING FUND         5,429.56
953 ANIMAL SHELTER *AGENCY FU    459.27
-----
GRAND TOTAL:                    36,728.86
-----

```

CITY OF CRESTON
MANUAL CHECKS/DEBITS – PERIOD ENDING 01/04/11

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	13,505.41
IOWA DEPT OF REVENUE	STATE TAX	6,575.00
IPERS	PENSION	9,982.25
TOTAL ADMINISTRATIVE SVC	FLEX	1,117.25
COLLECTION SERVICES		216.46
NO DEPT ENTERED	TOTAL	\$31,396.37
SELF FUNDING INSURANCE		
AMERICAN ADMINIS – CLAIMS	INV CHECK RUN	17,402.66
SELF FUNDING INSURANCE	TOTAL	\$17,402.66
GRAND TOTALS		\$48,799.03

FUND TRANSFERS FOR PERIOD ENDING:

12/31/10

POSTING DATE

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 27,961.08	610 SEWER OPERATING FUND	112 PAYROLL TAX BENEFIT	610 6150	27,961.08	
			610 1110		27,961
	FOR: HEALTH INS PREM-QTR END 12/31/10		112 1110	27,961.08	
	VENDOR: CITY OF CRESTON		112 6150		27,961
\$ 30,624.04	110 ROAD USE TAX	112 PAYROLL TAX BENEFIT	110 6150	30,624.04	
			110 1110		30,624
	FOR: HEALTH INS PREM-QTR END 12/31/10		112 1110	30,624.04	
	VENDOR: CITY OF CRESTON		112 6150		30,624
\$ 50,888.12	610 SEWER OPERATING FUND	001 GENERAL FUND	610 6910	50,888.12	
			610 1110		50,888
	FOR: 100% TAYLOR/WILLIAMSON/COEN/ WAGES-QTR END 12/31/10		001 1110	50,888.12	
	VENDOR: CITY OF CRESTON		001 4830		50,888
\$ 7,339.25	610 SEWER OPERATING FUND	112 PAYROLL TAX BENEFIT	610 6910	7,339.25	
			610 1110		7,339
	FOR: 100% TAYLOR/WILLIAMSON/COEN/ FICA/MED/IPERS-QTR END 12/31/10		112 1110	7,339.25	
	VENDOR: CITY OF CRESTON		112 4830		7,339
\$ 116,812.49	TOTAL - TRANSFERS		HASH TOTALS: \$ 233,624.98 \$ 233,624.98		

RESOLUTION NO. ?? – 11

RESOLUTION PROVIDING FOR SURETY BOND/BLANKET POSITION BOND:

WHEREAS, the Code of Iowa requires the Council to provide by Resolution a surety bond or blanket position bond running to the City and covering the Mayor, Clerk, Treasurer and such other officers and employees as may be necessary and advisable, and;

WHEREAS, the City of Creston is currently covered by the above bond through Employers Mutual Casualty Company/Employers Mutual Companies, and;

WHEREAS, Tyler Insurance Services, Inc. is currently the City of Creston's local insurance representative.

BE AND IT IS HEREBY RESOLVED that the surety bond/blanket position bond running to the City and covering the Mayor, Clerk, Treasurer and such other officers and employees as may be necessary and advisable, shall be and is hereby approved.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

There are eight (8) policies items that directly relate to the Community Development Block Grant Program. PROJECT 08_DRIEF_250

They are briefly described below.

Affirmative Fair Housing Policy -- Policy to promote fair housing practices; prohibits discrimination in the provision of housing because of race, color, religion, sex, or national origin.

Code of Conduct -- Ensures the efficient, fair, and professional administration of federal and state grant funds in compliance with applicable federal and state standards, regulations, and laws.

Procurement Policy -- Ensures that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

Small, Minority, and Women-owned Businesses -- Agrees to make every effort to utilize small, minority, and women-owned businesses in the construction of any project that is financed with CDBG funds.

Excessive Force -- Agrees to enforce applicable laws involving the use of force in nonviolent protests or demonstrations.

Residential Anti-Displacement and Relocation Assistance Plan -- Agrees to replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income housing in connection with this CDBG activity.

Equal Employment Opportunity -- Provides equal employment opportunity for all persons, regardless of race, color, religion, sex, age, or natural origin and to promote EEO throughout County offices and departments.

Nondiscrimination Based on Handicap Alterations to Facilities "Shall, to the maximum extent feasible, be made to be readily accessible to and usable by individuals with handicaps."

***Iowa Department of Economic Development's Supplemental CDBG Disaster
Recovery Funding Public Infrastructure Program
Resolution of Program Operations***

AUTHORIZING THE DESIGNATION OF THE CITY OF CRESTON WATER WORKS BOARD OF TRUSTEES AS THE ENTITY RESPONSIBLE FOR ALL ADMINISTRATIVE DUTIES AND FUNCTIONS OF THE AWARDED ***Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program*** CONTRACT (08-DRIEF-250) WITH THE IOWA DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, the ***Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program*** is available for cities and counties; and,

WHEREAS, the State of Iowa Department of Economic Development has chosen to exercise its option to administer the ***Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program*** under its Community Development Block Grant Program; and,

WHEREAS, the primary goal of this program is the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities, principally for persons of low and moderate income , as well as, to recover from the severe storms tornados and floods of 2008; and,

WHEREAS, The city of Creston has been awarded a ***Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program*** grant to make certain improvements at the Creston, Iowa Summit Lake spillways.

NOW THEREFORE BE IT RESOLVED, by the City Council of Creston, Iowa that Creston, Iowa does hereby authorize that **the administrative duties and functions of the awarded *Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program* (08-DRIEF-250) will be the responsibility of the City of Creston Water Works Board of Trustees.**

BE IT FURTHER RESOLVED, that **the City of Creston Water Works Board of Trustees shall be responsible for all matters related to the above project.**

By: _____
Mayor

Date: January 4, 2011

Attest: _____
City Administrator

Date: January 4, 2011

SIGNATURE AUTHORIZATION FOR CEO CHANGE

Iowa Department of Economic Development
Data Analyst, Bureau of Community Facilities and Services
200 East Grand Avenue
Des Moines, IA 50309

RE: Contract Number: 08-DRIEF-250
Recipient: Creston, Iowa

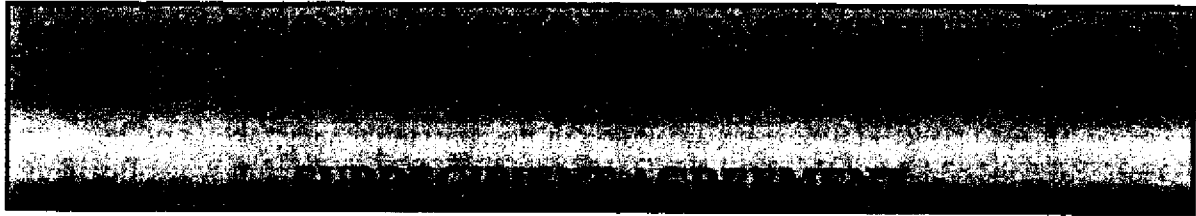
In order for the award project to move more efficiently and with the signed Sub recipient agreement in place between the city of Creston and the Creston Water Works Board of Trustees. As of January 4, 2011 the effective date of the change, the signatory below may sign reports, request for funds or any and all related program correspondence.

Sincerely,

Warren Woods
Mayor, Creston, Iowa

Chairperson, Creston Water Works Board of Trustees

Attest: Secretary - Creston Water Works Board of Trustees



THIS CONTRACT, made and effective in the 4th day of January, 2011 by and between Creston, Iowa, (hereinafter called "the recipient") and the Creston Water Board of Trustees, (hereinafter called "the subrecipient").

WHEREAS, the recipient, at the request of the subrecipient, has applied to the Iowa Department of Economic Development (IDED) for a grant of federal funds under the *Iowa Department of Economic Development's Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program* and Chapter 23 of the Iowa Administrative Code to:

BACKGROUND: The project is the replacement of the spillway at Summit Lake that has been irreparable damaged due to the extreme pressure exerted by the large amount of floodwater that entered the reservoir during the flood events of 2008.

The need for this project is obvious in that the spillway structure that discharges the water during high water events is flawed and shifting resulting in the potential for failure in the near future. This water impoundment is a future water source for the Southern Iowa Rural Water Association. This is an alternative water impoundment due to the restrictions on building new structures (difficulties in new construction due to cost and eminent domain issues). Ultimately of the structure fails, there would be a very large release of water that would cause damage.

WHEREAS, the recipient has been awarded a grant of funds as aforesaid in the amount of \$1,299,500,000, subject to the condition that the recipient provide a local matching contribution in the amount \$2,645,065 as defined in the application for the project; and

WHEREAS, it was the understanding of the parties hereto that at the time said application was made that said local matching funds would be provided to the recipient by the subrecipient; and

WHEREAS, the parties hereto desire to make a written contract with respect to the financial relationships, said funds and the implementation of the project to which they pertain;

WITNESSETH:

WHEREAS, the Iowa Department of Economic Development's Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program - Summit Lake

Spillway Project will be constructed by sub-recipient in Creston Iowa, known as the Summit Lake Spillway Project 2011;

NOW THEREFORE, in consideration of the substantial undertakings of the Parties and the additional promises contained in this Agreement, Creston Water Board of Trustees agree that:

1. Creston, Iowa (the "Recipient") has applied to the Iowa Department of Economic Development (IDED) pursuant to the request of Creston Water Board of Trustees (the "Subrecipient") for financial assistance under the Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program and has been awarded financial assistance for this Project in the form of a grant from the Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program in the amount of \$1,299,500,000 upon the conditions that Creston Summit Lake Spillway Project 2011 uses said funds to assist in financing the aforesaid construction.

2. Creston Water Board of Trustees agrees to construct Creston Summit Lake Spillway Project on the present site, and to expend the funds hereby committed by Creston for the purposes authorized under Contract No. 08-DRIEF-250, by and between Creston, Iowa and the State of Iowa, Department of Economic Development.

3. Creston Water Board of Trustees and Creston agree to comply with all applicable laws, rules, regulations, and contractual requirements contained in the agreements made separately between the parties and IDED or others, including, but not limited to:

- a. The Community Development Block Grant Program;
- b. Grant Agreement Number 08-DRIEF-250 between IDED and Creston;
- c. All applicable provisions of the Iowa Administrative Code (Chapter 23);
- d. Chapter 384 of the Code of Iowa;
- e. The IDED CDBG Administrative Handbook;
- f. Revisions to the IDED CDBG Administrative Handbook; and
- g. Such other agreements as may presently exist or be adopted by the parties.

4. The subrecipient shall expend at a minimum the sum of \$2,645,065 of its funds constituting 67% of the project total to satisfy the requirements of the Creston /State of Iowa contract number 08-DRIEF-250, Attachment A and Attachment B between IDED and the recipient to complete the aforesaid project.

The recipient further agrees to expend its funds in accordance with other requirements of the Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program (Agreement number 08-DRIEF-250) between IDED and recipient.

5. It is further agreed that Creston Water Board of Trustees shall be the "Construction Manager" with respect to the "Project" and shall be the owner of the Summit Lake Spillway Project.

6. As Construction Manager, Creston Water Board of Trustees shall be responsible for making periodic payments to the contractors, engineers, inspectors and other personnel as are necessary to design and construct the improvements.

7. During all phases of the design, construction and monitoring of the improvements made pursuant to this Agreement Creston Water Board of Trustees, as Construction Manger, shall have the following duties:

- a. Employment of such architects, engineers, attorneys, contractors, inspectors, and other personnel as are necessary to design and construct the improvements. All procurement will be done in accordance with Creston Water Board of Trustees Procurement Policy, 24 CFR 85.36 and Chapter 384 of the Iowa Code.
- b. Procurement of title to all real estate, including easements, licenses, permits and other property rights necessary for the construction of the proposed Summit Lake Spillway Project and, except on property owned by Creston Water Board of Trustees.
- c. Satisfaction of all requirements of all federal, state or local agencies with respect to health and safety, geological and environmental concerns about the proposed improvements.
- d. Inspection, coordination and monitoring of designs, construction, and progress of the contractors before, after and during construction pursuant to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

8. At the time of substantial completion of the improvements, Creston Water Board of Trustees shall notify Creston, Iowa of the completion of said improvements by mailing notice or otherwise communication the completion of the project to the City Council Creston, Iowa.

9. Creston, Iowa agrees to pay over its funds to Creston Water Board of Trustees upon receipt, to be used towards the cost of the improvements for the Summit Lake Spillway Project in accordance with all other requirements of the CDBG/DRIEF Program and Contract No. 08-DRIEF-250 at the times and in the amounts authorized by said Program and Contract.

10. Creston Water Board of Trustees shall operate and maintain the improvements in accordance with:

- a. The applicable laws and regulations of all federal, state and local agencies with respect to archaeological, environmental, safety and health concerns; and
- b. The rules and regulations of Creston Water Board of Trustees as may be validly adopted.

11. Creston Water Board of Trustees and Creston, Iowa shall make available to IDED inspectors all financial records, supporting documents, statistical records and other files pertaining to this Agreement and CDBG Contract No. 08-DRIEF-250 at all reasonable times, with or without notice.

12. Either party may terminate this Agreement at any time before the CDBG/DRIEF Contract expiration date subject to IDED written approval, whenever it is determined that either party has failed to comply with the terms of this Agreement or when both parties agree that the continuation of the project would not produce beneficial results commensurate with future expenditure of funds.

13. Any costs previously paid to Creston Water Board of Trustees which are subsequently determined to be unallowable through the course of an audit shall be returned to Creston, Iowa within thirty (30) days of such determination.

14. Administration. The administration of the CDBG/DRIEF Contract (Agreement Contract No. 08-DRIEF-250) and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the recipient carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, and Chapter 23 of the Iowa Administrative code.

15. Property Ownership. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the subrecipient, per the following terms and conditions: None

16. Proposed Project. The subrecipient shall grant access to the premises and subrecipients program records for the recipient and its contractors to perform such required functions consistent with the aforementioned CDBG contract, as the recipient shall deem appropriate.

17. Excess Costs. It is agreed that if the amount of the lowest responsible bids received for construction of the aforesaid project, plus the estimated cost of professional services and a reasonable reserve for contingencies exceeds the budget of the ***Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program*** as described in the original application (Attachment B) (Agreement Contract No. 08-DRIEF-250) exceeds the budget of Community Development Block Grant (CDBG) Program as described in the original application (Attachment B) (Contract No. 08-DRIEF-250), all bids shall be rejected and the project redesigned so as to keep the maximum cost of the project at less than the balance of grant and local funds. It is further agreed that if the construction of said project results in contractual liability of the recipient in an amount greater than said grant funds, the subrecipient shall reimburse the recipient for such excess costs.

18. Identification. The subrecipient shall hold the recipient, its officers, employees and agents, harmless from any and all claims, losses, damages, or liability whatsoever resulting from or arising out of this agreement or the project to which it pertains.

19. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to Creston, Iowa by, or on behalf of the Subrecipient in connection with the Agreement or to induce Creston, Iowa to make a grant to the Subrecipient shall be determined by Creston, Iowa to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to Creston, Iowa satisfaction within thirty (30) days after written notice by Creston, Iowa is given to the Subrecipient.
- b. **Noncompliance.** If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. **Agreement Expiration Date.** If the Project, in the sole judgment of Creston, Iowa, is not completed on or before the Agreement Expiration Date.
- d. **Misspending.** If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by Creston, Iowa.
- e. **Insurance.** The following provision shall apply to Activity Number 1: 131 Dams – Replace the spillway at Summit Lake damaged by the floods of 2008, of the CDBG contract. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of Creston, Iowa, there is insufficient insurance coverage.

20. Notice of Default. Creston, Iowa shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

21. Remedies upon Default. If, after opportunity to cure, the default remains, Creston, Iowa shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this agreement plus interest.

22. Miscellaneous. Neither party to this agreement shall assign its rights and obligations hereunder without the prior written authorization of the other party. This agreement shall be governed by the laws of the State of Iowa. In the event any provision of this agreement shall be held invalid or unenforceable by any court or competent

jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this agreement may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Department of Economic Development. Such amendments include any deviation from the grantee program schedule or other terms and conditions provided for by the Iowa Department of Economic Development contract number (08-DRIEF-250), which is by this reference incorporated herein and made a part hereof of this subrecipient agreement.

23. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, order and directions, including by way of specification but not limited to the following:

- a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 6101-07) and the implementing regulations issued at 24 CFR Part 1.
- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- c. The requirements of Executive Order 11246 and the regulations issued under the Order of 41 CFR Chapter 60.
- d. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- f. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this contract/subagreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their contract/subagreement as specified in Chapter 23, Iowa Administrative Code and OMB Circular A-102.
- g. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Department of Economic Development, the State Auditor,

the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract/subagreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract/subagreement.

24. Amendments to this Agreement shall not be effective unless contained in writing, executed by both parties and approved by IDED.

25. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision of this Agreement.

26. All requirements of this Agreement shall be construed to be consistent wherever possible. In the event any requirement of this Agreement is determined to be inconsistent, the matter shall be referred to the IDED for resolution.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

Signed at Creston, Iowa this 4th day of January 2011.

CRESTON, IOWA

By: _____
Mayor

Attest: _____
City Administrator

Signed at Creston, Iowa this 18th day of January 2011.

Creston Water Board of Trustees.

By: _____
Chairperson

Attest: _____
Secretary

**AGREEMENT BETWEEN
CRESTON, IOWA
AND
SOUTHERN IOWA COUNCIL OF GOVERNMENTS
FOR
PROFESSIONAL SERVICES**

This is AN AGREEMENT made as of the 4th day of January 2011, by and between Creston, hereinafter called the "Grantee", and Southern Iowa Council of Governments, hereinafter called the "Administrator".

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant - **funded by the Iowa Department of Economic Development's Supplemental CDBG Disaster Recovery Funding Public Infrastructure Program** hereinafter called the "project". Grantee and Administrator in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator shall serve as Grantee's professional administration representative in those phases of the project to which this agreement applies, and will give consultation and advice to Grantee during the performance of his services.

Administrator intends to provide comprehensive administrative management services for the Grantee's Community Development Block Grant hereinafter called the "Project".

Grantee and Administrator in consideration of mutual covenants herein agree in respect of the performance of professional administrative services by the Administrator and the payment for those services by Grantee, as set forth below.

Administrator shall serve as Grantee's professional administration representative in those phases of the project to which this agreement applies, and will give consultation and advice to Grantee during the performance of his services.

SECTION I - TERMS AND CONDITIONS

1.1 It is agreed between the parties hereto that the Grantee hereby retains and employs Southern Iowa Council of Governments to perform all grant administration/ management/ planning services associated with the Project, subject to the terms and conditions stated below.

SECTION II - PERSONNEL

2.1 The administrator represents that they have, or will provide all necessary personnel to perform the services provided under this contract.

SECTION III - SCOPE OF SERVICES

3.1 The Administrator shall perform all mutually agreed upon and necessary services required to carry out grant administration/management and planning as set forth in the following Scope of Services

3.2 General Provisions

- 3.21 Assure understanding of terms and conditions of the Iowa Department of Economic Development Grant Agreement.
- 3.22 Identify applicable federal and state laws and regulations.
- 3.23 Assist in complying with federal and state requirements. Assist in preparing documents, notices and certifications necessary to receive grant funds.

3.3 Environmental Review

- 3.31 Assist in determining the need for an Environmental Assessment.
- 3.32 Prepare an Environmental Assessment.
- 3.33 Assist and prepare other necessary applicable compliance material related to other laws and regulations i.e., historic preservation and flood plain management.
- 3.34 Prepare for publication the Finding of No Significant Impact Notice.
- 3.35 Prepare for publication a Notice of Intent for Request for Release of Funds.
- 3.36 Assist in submitting Request for Release of Funds and Certifications.
- 3.37 Prepare, maintain and update the Environmental Review Record.

Financial Management

- 3.41 Assist in establishing and maintaining a financial management system.
- 3.42 Assist in preparing required financial management and accounting documents.
- 3.42 Assist in assuring compliance with federal and state internal control and accountability procedures.

3.5 Project Files and Record Retention

- 3.51 Establish and maintain project files and record retention system.
- 3.52 Assist in assuring compliance with federal and state project file and record retention procedures.

3.6 Program Implementation

- 3.61 Assist in preparing proposal to obtain professional services.
- 3.62 Assist in coordinating professional and contractor activities during conduct of project.
- 3.63 Monitor and evaluate project progress so as to facilitate compliance with applicable federal and state laws and regulations.
- 3.64 Attend meetings of the Grantee governing body as needed.
- 3.65 Represent the Grantee at meetings and with other parties or interests, as required.

3.7 Financial Management

- 3.71 Monitor project files and associated records regularly.

- 3.72 Assist in reviewing and monitoring project-related transactions and records for compliance purposes.
- 3.73 Assist with drawdown procedures including preparation of drawdown requests and disbursements of project funds.
- 3.74 Assist in preparing monthly expenditure reports.

3.8 Project Files and Record Retention

- 3.81 Monitor project files and associated records regularly.
- 3.82 Assist in executing amendments or modifications to the program schedule or project activities.
- 3.83 Assist in meeting with IDED personnel during on-site monitoring visits.
- 3.84 Assist in resolving monitoring findings.

3.9 Public Improvement Activities

- 3.91 Provide technical assistance in fulfilling federal and state requirements associated with public improvement activities.
- 3.92 Assist in monitoring professional services providers, contractors and sub-contractors for compliance with labor standards, equal opportunity provisions, and other applicable laws and regulations.

3.10 Program Close-Out

- 3.101 Assist in preparing and submitting a Grantee Performance Report.
- 3.102 Assist in securing the services of a qualified auditor to perform final program audit.
- 3.103 Providing information to establish compliance with applicable regulations.
- 3.104 Assist in preparing and submitting information to secure an IDED Certificate of Completion.

3.11 Financial Management

- 3.111 Assist in determining status of all financial transactions.
- 3.112 Assist in providing information to auditor to establish compliance with financial requirements.
- 3.113 Assist in closing out all financial documents and reports.

3.12 Project Files and Record Retention

- 3.121 Assist in completing and compiling all file information for audit purposes.
- 3.122 Assist in closing out all project files and associated records.

3.13 CDBG Strategic Planning Requirement

- 3.13.1 Assist in updating any CDBG planning requirement (If Required).
- 3.13.2 Assist with "Preliminary" vision and conduct inventories and analysis (If Required).
- 3.13.3 Assist in the "Final" Vision (If Required).

SECTION IV - BASIC SERVICE

- 4.1 The Administrator's fee for General Administrative services enumerated under subsections 3.2 through 3.13 of Section III for the activities shall be an hourly cost-for-work basis performed not to exceed \$10,000. This fee includes all normal

expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.

- 4.2 The Administrator's fee Project Delivery Cost for services enumerated under subsections 3.2 through 3.13 of Section III for the activities shall be an hourly cost-for-work basis performed not to exceed \$15,000. This fee includes all normal expense and is based upon proceeding with the Projects, substantially unchanged in scope and character after initial authorization by the Grantee to proceed with the work.
- 4.3 In addition to payments as provided in SECTION IV paragraph 4.1. Grantee shall pay Administrator the actual cost of all reimbursable expenses incurred in connection with all Basic Services. Total compensation shall not exceed \$500.00.
- 4.4 As used in this section, the terms "payroll costs" and "reimbursable expenses" will have the meaning assigned to them in paragraphs 4.5 and 4.6.
- 4.5 General - The payroll costs used as a basis for payment are indicative of the salaries and benefits paid to all personnel directly engaged in CDBG Administration activities. Statutory and customary benefits include, but are not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, and holiday pay. For the purpose of this agreement, hourly payroll costs are as follows: Executive Director, \$62.53; Project Manager, \$24.29; GIS Technician, \$12.50; Project Technician, \$22.46; Project Finance, \$26.91; Secretarial, \$16.58. These amounts are based on hourly payroll cost times a factor of 1.22 for all principals and employees through September 30, 2010, and shall be thereafter adjusted to reflect actual audited expenditures.
- 4.6 Reimbursable expenses mean the expenses incurred directly or indirectly in connection with the Project for: telephone calls, fax and telegrams; transportation and subsistence; reproduction of file material; supplies; Electronic Mail (E-Mail); and similar Project-related items in connection with the Project.
- 4.7 Additional Services - Any service required by the CDBG Program or requested by the Grantee, and not otherwise provided herein, shall be performed and compensated for as agreed between the parties. The Grantee shall compensate the Administrator for additional services provided under Section III subsections 3.2 through 3.12 on a hours worked cost basis times a factor of 1.22 for all principals and employees through September 30, 2010, and shall be thereafter adjusted to reflect actual audited expenditures.
- 4.8 Time of Performance - The services of the Administrator shall commence upon the effective date of this contract, and shall be completed by upon the expiration of the contract with the Iowa Department of Economic Development.

SECTION V

- 5.1 Termination of Contract for Cause - If, through any cause, the Administrator shall fail to fulfill in timely and proper manner his obligations under this Contract or if the Administrator shall violate any of the covenants, agreement, or stipulations of this Contract, the Grantee shall there upon have the right to terminate this Contract by giving written notice to the Administrator of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Administrator under this Contract shall, at the option of the Grantee, become its property and the Administrator shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Administrator shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Administrator, and the Grantee may withhold payments to the Administrator for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Administrator is determined.

- 5.2 Termination for Convenience of the Grantee - The Grantee may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Administrator. If the Administrator is terminated by the Grantee as provided herein, the Administrator will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Administrator, Paragraph 1 hereof relative to termination shall apply.
- 5.3 Changes - The Grantee, may from time to time, request changes in the scope of services of the Administrator to be provided hereunder. Such changes, including any increase or decrease in the amount of the Administrator's compensation, which are mutually agreed upon by and between the Grantee and the Administrator, shall be incorporated in written amendments to this Contract.
- 5.4 Assignability - The Administrator shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Grantee thereto; provided, however, that claims for money by the Administrator from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- 5.5 Reports and Information - The Administrator, at such times and in such forms as the Grantee may require, shall furnish the Grantee such periodic reports as it may request pertaining to work or service undertaken pursuant to this Contract, the costs and obligations, incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

- 5.6 Records and Audits - The Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Grantee to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Grantee or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the city.
- 5.7 Findings Confidential - All of the reports, information, data, etc., prepared or assembled by the Administrator under this Contract are confidential and the Administrator agrees that they shall not be made available to any individual or organization without the prior written approval of the Grantee.
- 5.8 Copyright - No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Administrator.
- 5.9 Compliance with Local Laws - The Administrator shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Administrator shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Administrator.
- 5.10 Equal Employment Opportunity - During the performance of this Contract the Administrator agrees as follows:
- a. The Administrator will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Administrator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discriminatory clause.
 - b. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - c. The Administrator will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- d. The Administrator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The Administrator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Grantee's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Administrator's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Administrator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Administrator will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Administrator will take such action with respect to any subcontract or purchase order as the Grantee's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Administrator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantee's Department of Housing and Community Development, the Administrator may request the United States to enter into such litigation to protect the interests of the United States.
- 5.11 Civil Rights Act of 1964 - Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 5.12 Section 109 of the Housing and Community Development Act of 1974
a. No person in the United States shall on the ground of race, color, national origin, or sex be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 5.13 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

5.14 Interest of Members of the Grantee - No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to assure compliance

5.15 Interest of Other Local Public Officials - No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrator shall take appropriate steps to insure compliance.

5.16 Interest of Administrator and Employees - The Administrator covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrator further covenants that in the performance of this Contract, no person having any such interest shall be employed.

5.17 Civil Rights

* Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

* Iowa Civil Rights Act of 1965 (Iowa Executive Orders 15 and 34).

* Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

* The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

* Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

* Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

- * Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- * Title VIII of the Civil Rights Act of 1968, as amended.
- * Federal Executive Order 11063, as amended by Executive Order 12259.
- * Federal Executive Order 11246, as amended.

SECTION VI

The effective date of this Agreement is November 1, 2010. Services will conclude upon expiration of the contract with the Iowa Department of Economic Development.

Dated:

Creston, Iowa

ATTEST:
City Clerk

Mayor

Timothy Ostroski
Southern Iowa Council of Governments

Ex. Director

PAGE INTENTIONALLY LEFT BLANK

VEHICLE BIDS RECEIVED
12.29.2010

<u>VEHICLE</u>	<u>BID AMOUNT</u>	<u>BIDDER</u>
1992 Ford Econoline 250 Van	\$350.00	Dennis Brown/Charlie Brown Auto
1994 Ford F800 Bucket Truck	\$3,600.00	Doug Higgins
1994 Ford F800 Bucket Truck	\$2,500.00	Drew Hardisty
1982 Ford F600 Dump Truck & Plow	\$500.00	Kevin Downey
11' Snow Plow	\$100.00	Lynn Kesterson

ORDINANCE NO. 11-129

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO PARKING REGULATIONS

Be It Enacted by the City Council of the City of Creston, Iowa:

SECTION 1. SECTION MODIFIED. Chapter 69, Section 12 of the Code of Ordinances of the City of Creston, Iowa, 1996, is repealed and the following adopted in lieu thereof:

69.12 PARKING LIMITED AS POSTED. The city council shall designate a "No Parking Area" by resolution and authorize the area to be posted as necessary.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, 2011, and approved this _____ day of _____, 2011.

WARREN WOODS
Mayor, City of Creston

ATTEST:

LISA WILLIAMSON
Clerk, City of Creston

Agreement for Homebuyer Counseling

City of Creston & Community Housing Initiatives, Inc Agreement for HUD 8-hour Homebuyer Counseling for the NSP Program New Homebuyer Properties (3):

The City of Creston has an ongoing Neighborhood Stabilization Program that aims to provide safe, clean and efficient housing to low-to-moderate income residents of the community. As a part of this project, the City must offer an 8-hour housing counseling program to residents impacted by three (3) NSP funded projects.

The certified counseling will be offered in one session in Creston at the City Hall, with all participating families attending OR individually with a full Internet course and at least 2 hour phone counseling with each homebuyer.

The City of Creston shall provide the list of those to whom will be involved in the counseling. The City of Creston shall provide the venue or venues for the counseling and shall contact the contractor to set the times and places for the program. The City of Creston shall pay Community Housing Initiatives, Inc a lump sum of \$666 for each household counseled upon completion of the program.

Community Housing Initiatives, Inc. shall provide a certificate showing successful completion along with the signature of the director of the organization and any language concerning the credentials of Community Housing Initiatives, Inc to provide this service for HUD for all three homebuyers.

Services for all homebuyers shall be completed by April 1, 2011, or as amended.

Signatures below are for the approval of this agreement:

Signed: _____

Chris Sill

Date: _____

Signed: _____

Warren Woods, Mayor

Date: _____

ATTEST: _____

Lisa Williamson, City Clerk

Date: _____

Addendum to the City of Creston & Community Housing Initiatives, Inc Agreement for HUD 8-hour Homebuyer Counseling for the NSP Program New Homebuyer Properties (3):

Required Contract Provisions

Proposal dated December 16, 2010 and in effect by approval of proposal by City of Creston.

“Contractor” shall mean Community Housing Initiatives, Inc.

Signatures below are for the approval of this addendum:

Signed: _____

Chris Sill

Signed: _____

Warren Woods, Mayor

ATTEST: _____

Lisa Williamson, City Clerk

REQUIRED CONTRACT PROVISIONS

Contracts funded in whole or in part with CDBG or HOME funds shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Department of Economic Development, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216 and Iowa Code Chapter 19B.7).
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- Federal Executive Order 11246, as amended, by Federal Executive order 11357
- Federal Executive Order 11063, as amended by Executive Order 12259

3. Termination Clause

This agreement can be terminated at any time with a written notice by certified letter for convenience or for cause. Either party can terminate this agreement for convenience with a 30-day notice and work underway can be finished. Payment for all work within the 30 days must be made. The City can terminate a contract for cause if the contractor demonstrates failure to provide adequate work on the project with a written notice. All work up to the date of the letter that is performed sufficiently must be paid. Reason for termination along with avenues for appeal shall be provided. Final payments shall be based upon sufficiently completed and accepted work.

4. Certification regarding government-wide restriction on lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-278, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

- iii. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

**HOUSING AND URBAN DEVELOPMENT ACT OF 1968
SECTION 3 CLAUSE**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
CRESTON, IOWA
NEIGHBORHOOD STABILIZATION PROGRAM GRANT
08-NSP-005

Amendment to Contract between Creston, Iowa and the Southern Iowa Council of Governments for Professional Administrative Services dated June 2, 2009. The effective date of this amendment is January 4, 2011.

Article 5.0 TIME PERFORMANCE. The services of the COG are to commence as of the 1st day of May, 2009, and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before December 31, 2010.

Article 5.0 is amended to read:

Article 5.0 TIME PERFORMANCE. The services of the COG are to commence as of the 1st day of May, 2009, and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before June 30, 2013.

Article 6.0 CONDITION OF PAYMENTS. The City will reimburse COG for services performed following the submission of invoices that are sufficient to support payment under the City's established accounting procedures. During the contract period, in no event will the COG receive payments exceeding \$22,800.

Article 6.0 is amended to read:

Article 6.0 CONDITION OF PAYMENTS. The City will reimburse COG for services performed following the submission of invoices that are sufficient to support payment under the City's established accounting procedures. During the contract period, in no event will the COG receive payments exceeding \$18,045.

GRANTEE:

CITY OF CRESTON, IOWA

By: _____

Date: _____

ADMINISTRATOR:

SOUTHERN IOWA COUNCIL OF
GOVERNMENTS

By: _____

Date: _____



Press Release

December 24, 2010

The Creston Fire Department received its Christmas present right on time today.

The Creston Fire Department will receive \$28,116.00 From Assistance to Firefighters Grant.

Jeremy rounds with S.I.C.O.G. helped write the only Iowa awarded grant of round 4.

The funds are to be utilized to purchase structural firefighter gear for 12 firefighters as well as pay for basic and advanced level firefighter training and certification.

This is Creston's 5th year receiving an AFG grant since 2002, with a grand total amount of over \$837,000 awarded to the department to date.

Chief Jackson has also received a personal invitation to attend a AFG Super Summit next spring where only highly successful multiple award winners will get together and critique and write what is hoped to be another round of successful grants.

Chief Jackson stated that "This grant will help our department continue to provide the best service possible at the best value to our community."

**Minutes of Gibson Memorial Library Board of Trustees
Monday, November 1, 2010 –Creston Library, Creston, IA**

Chairperson Ann Coulter called meeting to order at 5:00 p.m.

Present and answering roll call: Ann Coulter, Dottie Dunphy, Calvin Huffman, and Karin Coleman. Also present: Marilyn Ralls, Librarian, Warren Woods, Mayor, and Mike Taylor.

Consideration of Agenda:

Calvin Huffman moved to **accept the agenda**; Karin Coleman seconded the motion. **Motion passed.**

Karin Colman moved to **accept the minutes** from the October, 2010 meeting; Calvin Huffman seconded the motion. Motion passed.

Karin Colman moved to **approve the bills** for payment; Calvin Huffman seconded the motion. Motion passed.

Bills:

Calvin Huffman moved to pay the bills: Karin Coleman; seconded the motion. Motion passed.

Marilyn Ralls (Librarian Director) Report:

Marilyn reported that 57 Audio Books on Wilber had been checked out during October. Marilyn reported on attending the ILA Conference. During the conference Ann Coulter received the Iowa Library Trustee of the Year award.

Old Business:

The Board received a copy of the letter from USDA rejecting our application for financial assistance for renovation of a new Library. The Board could apply for a \$50,000 grant to be determined in the future but it was rejected. The motion to not apply was made by Dottie Dunphy and seconded by Calvin Huffman. Motion passed.

New Business:

It was decided to have a meeting between some of the Board members and three City Council members concerning the future of the Library.

The Board agreed to have an appraiser assess the Library building and consider selling this building to raise funds for remodeling the Lincoln building.

Chair declared adjournment at 6:30 P.M.

Next Meeting on December 6 , 2010, at 5:00 pm at the Library



Dottie Dunphy, Secretary

Park and Recreation Board
Meeting Minutes
Tuesday, December 7, 2010

The Park and Recreation Board met in regular sessions.

Attending were:

Jane Brown

Jamie Beggs

Gary Borcharding

Rick Paulsen

Mark Huff

Dance Lamphear

The Board approved the minutes of the November 8, 2010 meeting.

Motion - Brown

Second - Borcharding

All voted aye. Motion carried.

The Board reviewed claims/ payments through December 8, 2010.

The Board approved to recommend payment by the City Council to Betts and Beer Construction for 46,687.75 and Garden and Associates for 9,081.00.

Motion - Borcharding

Second - Brown

All voted aye. Motion carried.

The Board discussed the Bowling Tournament.

The next meeting is scheduled for Tuesday December 21, 2010 at 5:30pm in the Mealsite Restored Depot.

The meeting is adjourned at 6:20.


John Kawa, Chairman


Jane Brown, Secretary